

PROOF OF CLAIM

Name of Debtor Debit Corporation of America, Inc.	Case Number 04-14360 - BKC - AJC	IMPORTANT: THIS CLAIM FORM SHOULD ONLY BE USED BY THE CREDITOR WHOSE NAME IS PRINTED ON THIS CLAIM FORM. COURT SOUTHERN DISTRICT OF FLA. MAY 28 04 
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. (See Local Rule 3001-1(B))		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Rudolpho Perez Name and Address where notices should be sent: Rudolpho Perez 20100 West Country Club Drive apt PH08 Aventura FL 33180-1672 Telephone Number: <u>786-486-0247</u>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Account or other number by which creditor identifies debtor: (If SS# only list last 4 digits of SS#): <u>DCA OPS</u>	Check here if <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>CANCEL CONTRACT</u>	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: <u>xxx-xx-</u> Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. Date debt was incurred: <u>SEPT. 21 2003</u>	3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: \$ _____ + _____ + <u>7875.60</u> = <u>7875.60</u> (Unsecured Nonpriority) (Secured) (Unsecured Priority) (Total)		
Complete items 5, 6, and 7 (as applicable) to further describe the amount(s) you indicated in item 4. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at the time the case was filed included in secured claim, if any: \$ _____	7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$ 2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after date of adjustment.	
6. Unsecured Nonpriority Claim \$ _____ <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY <div style="font-size: 48px; text-align: center;">3</div> <div style="text-align: right; font-size: 24px;">90</div>
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
9. Supporting Documents: Attach legible copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Supporting documents should not exceed 5 pages (See reverse for instructions)		
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. Research and/or copy charges will apply for future copy requests of claims.		
Date <u>5-26-04</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>RUDOLFO PEREZ Rodolfo Perez</u>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

ATTN: BILL MARTIN

DATE

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of December, 2003, by and between **DEBIT CORPORATION OF AMERICA, INC.**, a Florida corporation, 3475 Sheridan Street, Suite 215F, Hollywood, Florida 33021 (hereinafter referred to as "Seller") and **RODOLFO G. PEREZ**, 20100 West Country Club Drive, Apt. PH08, Aventura, Florida 33180 (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, the Seller and Buyer entered into a written Purchase Order Agreement dated **September 18, 2003** for the sale and purchase of **3 Prepaid MasterCard Systems and \$8,000.00** of **Prepaid MasterCard Certificates** for the total payment of **\$15,859.90**; and

WHEREAS, the Seller and Buyer are desirous of canceling said Agreement; and

WHEREAS, The Seller has previously repaid \$944.90 of the settlement amount (representing al sales tax); and

WHEREAS, the Seller and Buyer have agreed upon an amicable resolution of all disputes between them and, without either party admitting liability or fault, desire to reduce the settlement agreement to writing.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, the receipt and sufficiency whereof are acknowledged, the Seller and Buyer agree to the following:

1. Seller shall pay repay Buyer \$15,859.90 (hereinafter referred to as the "Settlement Amount"), as follows: (1) \$944.90 that Buyer acknowledges has been paid; (2) \$2,055.10 (principal of \$1,747.10, plus interest of \$308.00) shall be repaid upon execution of this agreement, and (2) \$1,764.10 per month in 8 consecutive monthly installments, commencing 30 days after this fully executed agreement is delivered to Seller.

2. The Purchase Order Agreement dated September 18, 2003 for the sale and purchase of Prepaid MasterCard Systems and other items is hereby canceled, rescinded, terminated and in all respects void and of no force or effect. Seller and Buyer are discharged from all obligations under the Purchase Order Agreement and all right and remedies under the Purchase Order Agreement are canceled.

3. Upon full payment of the Settlement Amount, Buyer releases and discharges Seller of and from all claims, demands, suits, and causes of action of any kind whatsoever. The General Release shall be separately executed and a copy delivered together with this Settlement Agreement, understanding that said General Release shall be effective upon full and final payment of the Settlement Amount. Buyer's attorney shall hold the original Release in escrow pending final payment, and shall thereupon tender said Release to Seller.

ATTN: BILL MARTIN

4. Buyer shall not file nor participate in any action, claim or proceeding of any type whatsoever against Seller, its heirs, representatives, agents, executors and assigns from the date of this agreement and, as to any Complaints made to any government agency, Buyer shall forthwith withdraw all of said Complaints. In the event a court determines Buyer breached this provision, Buyer shall be liable to Seller for repayment of the full Settlement Amount as agreed damages for the breach and shall be further liable to Seller for its reasonable attorneys' fees and court costs incurred in defending against any such action, claim or proceeding as well as in enforcing the terms of this Settlement Agreement.

5. After the initial payment, and as a condition to the second payment, Buyer shall deliver to Seller letters addressed to the Florida Consumer Services Division, the Better Business Bureau, and all other government entities with whom he has communicated withdrawing all Complaints and stating that all disputes with Debit Card of America have been amicably resolved.

6. Notwithstanding the foregoing, in the event Seller fails to make any payment when due, and after failing to cure same within 5 business days after written notice of default, Buyer shall have the right to declare the entire outstanding principal balance immediately due and payable, and bring an action at law to recover the entire unpaid Settlement Amount together with interest. The prevailing party in any litigation shall be entitled to recover reasonable attorneys fees and costs.

7. Venue for any dispute between the parties regarding this Agreement shall be in Miami-Dade County, Florida and shall be determined by the laws of the State of Florida.

8. Seller and Buyer acknowledge that this Agreement is entered into freely and voluntarily and that each of them fully understands each term of this Agreement.

EXECUTED the day and year first above written.

DEBIT CORPORATION OF AMERICA, INC.,

By: Jack Gordon
Jack Gordon, as President

RODOLFO G. PEREZ "Buyer"

Witnesses as to Buyer:

1. Elena Scull

(Print Name & Address:) Elena Scull
444 W. Flagler St.
Miami FL 33130

2. X Elena Scull
(Print Name & Address:) 444 W. Flagler St
Miami FL 33130

x Rodolfo Perez

PURCHASE ORDER
DEBIT CORPORATION
OF AMERICA, INC.

3475 Sheridan Street, Suite 215F, Hollywood, FL 33021
 Phone: (954) 981-4447 • Fax: (954) 981-4421
 Toll Free: (800) 468-3213 • Fax: (800) 468-1836

ID# 003974
 County Miami-Dade

Purchaser's Name Rudolfo G. Perez Date September 18, 2003

Purchaser's Address 20100 West Country Club Drive Apt. PH08

City Aventura State FL Zip 33180

Home Phone 786-486-0247 Business Phone 954-224-3242

No. of Sales
 Systems to ship: 3

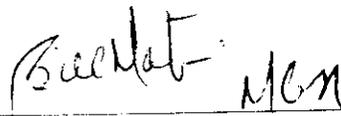
Face Value of Prepaid MasterCard
 Activation Certificates to ship: \$4,000.00

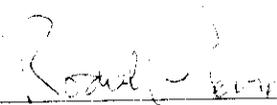
Purchase Price Sales Systems	\$	<u>\$14,915.00</u>
Purchase Price of Additional Items	\$	<u>N/A</u>
Total	\$	<u>\$14,915.00</u>
Sales Tax (FL Residents Only)	\$	<u>944.90</u>
Amount Paid	\$	<u>\$15,859.90</u>

Special Provisions Cashier's Check.

Purchaser acknowledges the receipt of all Disclosure Documents of Seller ten (10) business days prior to acceptance and deposit of funds and that **this sale is subject to the terms on the reverse of this Purchase Order.**

ACCEPTED AND APPROVED

By: 
 COMPANY OFFICER

By: 
 BUYER

AIN # BO2403

I have read and agree to the Terms and
 Conditions on the back of this Purchase Order

DEBIT CORPORATION OF AMERICA, INC.

Rudolfo G. Perez
Distributor:Refund

11/17/2003

1534

944.90

DCA Ops

Refund of Florida Sales Tax

944.90

DEBIT CORPORATION OF AMERICA, INC.

Rudolfo G. Perez
Distributor:Refund

1/7/2004

1780

2,055.10

DCA Ops

2,055.10

DEBIT CORPORATION OF AMERICA, INC.

Rudolfo G. Perez
Distributor:Refund

2/7/2004

1938

1,764.10

DCA Ops

Payment 1 of 8 Per Agreement

1,764.10

DEBIT CORPORATION OF AMERICA, INC.

2080

Rudolfo G. Perez
Distributor:Refund

3/7/2004

1,764.10

DCA Ops Payment 2 of 8 Per Agreement

1,764.10

DEBIT CORPORATION OF AMERICA, INC.

2162

Rudolfo G. Perez
Distributor:Refund

4/19/2004

1,764.10

DCA Ops Payment 3 of 8 Per Agreement

1,764.10